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and Debtors-in-Possession*

**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK**

In re

Chapter 11

MERCON COFFEE CORPORATION, *et al.*¹

Case No. 23-11945 (MEW)

Debtors.

Jointly Administered

/

**SUPPLEMENTAL NOTICE OF CURE COSTS AND
POTENTIAL ASSUMPTION AND ASSIGNMENT OF EXECUTORY
CONTRACTS AND UNEXPIRED LEASES IN CONNECTION WITH SALE
OF MERCON COFFEE CORPORATION'S SPECIALTY COFFEE BUSINESS**

PLEASE TAKE NOTICE that the above-captioned debtors and debtors in possession (collectively, the “**Debtors**”) each filed a voluntary petition for relief under chapter 11 of title 11

¹ The Debtors in these chapter 11 cases, along with the last four (4) digits of each Debtor’s federal tax identification number, if applicable, are: Mercon Coffee Corporation (1844); Mercon B.V. (N/A); Mercon Brasil Comércio de Café Ltda. (N/A); Agro International Holding B.V. (N/A); Mercapital de Nicaragua, S.A. (N/A); Distribuidora de Granos de Nicaragua S.A. (N/A); Cisa Export S.A. (N/A); Comercial Internacional de Granos de Honduras, S.A. de C.V. (N/A); Mercon Guatemala, S.A. (N/A); Comercial Internacional Exportadora, S.A. (N/A). The Debtors’ mailing address is: 999 Ponce de Leon Blvd, Suite 910, Coral Gables, FL 33134.

of the United States Code (the “**Bankruptcy Code**”) in the United States Bankruptcy Court for the Southern District of New York (the “**Court**”) on December 6, 2023 (the “**Petition Date**”).

PLEASE TAKE FURTHER NOTICE that, on May 2, 2024, the Debtors filed a motion [Docket No. 381] (the “**Sale Motion**”)² with the Court seeking entry of an order (the “**Sale Order**”) (a) authorizing and approving the Asset Purchase Agreement, by and among StoneX Commodity Solutions LLC, a Delaware limited liability company (“**Purchaser**”), and Mercon Coffee Corporation, a New York corporation (“**Seller**”), together with related documents, substantially in the form attached to the proposed Sale Order as Exhibit 1 (the “**Asset Purchase Agreement**”), (b) authorizing the sale of Purchased Assets as more fully described in the Asset Purchase Agreement §2.1(b) (the “**Purchased Assets**”) to Purchaser (the “**Sale**”), including the sale of the assets of Mercon Coffee Corporation’s Specialty Coffee business (the “**Specialty Assets**”); (c) authorizing the assumption and assignment of certain of Seller’s executory contracts in connection therewith (collectively, the “**Purchased Contracts**”); and (d) granting related relief.

PLEASE TAKE FURTHER NOTICE that, on May 6, 2024 the *Debtors filed a Notice of Cure Costs and Potential Assumption and Assignment of Executory Contracts and Unexpired Leases in Connection with Sale of Mercon Coffee Corporation’s Specialty Coffee Business* (the “**Cure Notice**”) [Docket No. 390], identifying Purchased Contracts proposed to be assumed and assigned in connection with the Sale.

PLEASE TAKE FURTHER NOTICE that, the Debtors hereby file this *Supplemental Notice of Cure Costs and Potential Assumption and Assignment of Executory Contracts and Unexpired Leases in Connection with Sale of Mercon Coffee Corporation’s Specialty Coffee Business*, to supplement Schedule 2.1(b)(i) of the APA to include the additional Purchased Contracts listed on Exhibit 1 hereto.

YOU ARE RECEIVING THIS NOTICE BECAUSE YOU MAY BE A COUNTERPARTY TO A CONTRACT OF THE DEBTORS THAT IS PROPOSED TO BE ASSUMED AND ASSIGNED TO THE PURCHASER.

Cure Costs³

1. In accordance with the Sale Motion, the Debtors may, in connection with the Sale, assume and assign to the Purchaser (or its designated assignee, if applicable) certain contracts of Debtors. The Debtors hereby supplement Exhibit 1 attached to the Cure Notice, which reflects each of the Purchased Contracts that may be assumed and assigned in connection with the Sale and Debtors’ calculation of cure costs with respect thereto, with the attached Supplemental Exhibit 1. The inclusion of any contract on the Supplemental Exhibit 1 does not constitute an admission that a particular contract is an executory contract or unexpired lease within the meaning of the Bankruptcy Code or require or guarantee that such Contract

² Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the Sale Motion.

³ The following dates and deadlines may be extended by the Debtors or the Court pursuant to the terms of the Sale Motion or further order of the Court.

ultimately will be assumed or assigned. All rights of Debtors with respect thereto are reserved.

2. **Cure Objection Deadline.** Any objection to the proposed assumption, assignment, or potential designation of a contract identified on the Supplemental Exhibit 1, the subject of which objection is the Debtors' proposed cure costs or adequate assurance of future performance must be (i) filed in accordance with the Sale Motion; (ii) filed with the Court; and (iii) properly served by no later than **June 12, 2024, at 4:00 p.m. (prevailing Eastern Time).**

IF A COUNTERPARTY FAILS TO FILE WITH THE COURT AND PROPERLY SERVE A TIMELY CURE OBJECTION, THE COUNTERPARTY SHALL BE FOREVER BARRED FROM ASSERTING ANY OBJECTION WITH REGARD TO THE AMOUNT TO CURE ANY DEFAULT UNDER THE APPLICABLE CONTRACT OR LEASE. THE CURE COSTS SET FORTH ON THE SUPPLEMENTAL EXHIBIT 1 HERETO SHALL BE CONTROLLING AND WILL BE THE ONLY AMOUNT NECESSARY TO CURE OUTSTANDING DEFAULTS UNDER THE APPLICABLE CONTRACT OR LEASE UNDER BANKRUPTCY CODE SECTION 365(B), NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THE CONTRACT OR LEASE, OR ANY OTHER DOCUMENT, AND THE APPLICABLE COUNTERPARTY SHALL BE FOREVER BARRED FROM ASSERTING ANY ADDITIONAL CURE OR OTHER AMOUNTS WITH RESPECT TO SUCH CONTRACT OR LEASE AGAINST THE PURCHASED ASSETS, THE SPECIALTY ASSETS, THE PURCHASED CONTRACTS, THE DEBTORS, THE PURCHASER, OR THE PROPERTY OF ANY OF THEM.

Obtaining Additional Information

Copies of the Sale Motion, as well as all related exhibits, including the Asset Purchase Agreement and all other documents filed with the Court, are available free of charge on the Debtors' case information website, located at <https://cases.ra.kroll.com/mercon/>.

Dated: May 28, 2024
New York, New York

BAKER & McKENZIE LLP

By: /s/ Reginald Sainvil

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Counsel for the Debtors and Debtors-in-Possession

Exhibit 1

(Attached)

Contract Counterparty	Address	Contract	Cure Cost
Bernardo Reis Teixeira Lacerda Paiva	Rua Gilberto Prado de Rezende, No. 260, Suite 302, Parque São José in City of Varginha, State of Minas Gerais, Brazil	Coffee Purchase and Sale Agreement No. 2456044	\$0.00
Cooperativa Agroindustrial de Varginha Ltda	Rua João Alves Miranda, S/N, Bairro Vila Paiva, in City of Varginha, State of Minas Gerais, Brazil	Coffee Purchase and Sale Agreement No. 2456011	\$0.00